

CONTRACT #11
RFS # 332.01-00211
FA # Pending

**Tennessee Higher Education
Commission**

VENDOR:
Vanderbilt University

RICHARD G. RHODA
Executive Director



PHIL BREDESEN
Governor

STATE OF TENNESSEE
HIGHER EDUCATION COMMISSION
PARKWAY TOWERS, SUITE 1900
NASHVILLE, TENNESSEE 37243-0830
(615) 741-3603

FAX: (615) 741-6230
www.state.tn.us/thec/


MEMORANDUM

RECEIVED

SEP 03 2010

FISCAL REVIEW

TO: Leni Chick
Contract and Audit Coordinator, Fiscal Review Committee

FROM: Will Burns 
Associate Executive Director, Legal and Regulatory Affairs

DATE: September 3, 2010

SUBJECT: Non-Competitive Contract Summary - Fiscal Analysis
Race to the Top - Vanderbilt University

The Tennessee Higher Education Commission (THEC) proposes to submit a Non-competitive Contract for the provision of evaluating effectiveness of the State's First to the Top reforms pursuant to the provisions of the Race to the Top grant from the U.S. Department of Education.

Pursuant to the request of the Fiscal Review Committee, THEC is providing the information below.

Actual Expenditures Anticipated in Each Year of the Contract

Background and Objectives: As a part of the American Recovery and Reinvestment Act of 2009, President Barack Obama and Secretary of Education Arne Duncan announced the United States Department of Education's Race to the Top competition. Race to the Top is a \$4.35 billion incentive program designed to make drastic reforms and improvements in education and student performance. Tennessee was one of 41 states to submit applications for the program in January of 2010. After a rigorous competition, Tennessee emerged as one of two states awarded Race to the Top funding and will receive \$501 million over the next four years.

Tennessee's Race to the Top proposal concentrated on five areas of improvement: Great Teachers and Leaders, Standards and Assessments, Data Systems to Support Instruction, Turning Around Low-Performing Schools, and STEM (Science, Technology, Engineering, and Math) Education. This sweeping educational reform will require collaboration from all educational stakeholders. The Tennessee Department of Education, State Board of Education, Tennessee Higher Education Commission, and Governor's Office of State Policy and Planning will lead the efforts in implementing the reforms proposed in Race to the Top.

Service: Vanderbilt University will lead a consortium of national and state measurement, research and evaluation experts to collect project specific data and conduct evaluations of select interventions within the State's First to the Top reform efforts. NCPI will direct the consortium in select research and evaluation activities associated with Tennessee's First to the Top reform efforts, including identifying key research questions and areas for research; conducting rigorous research efforts, both quantitative and qualitative in nature, around these questions; and disseminating findings.

Studies undertaken by the Consortium will focus on one or more of the following areas:

- Teacher and principal incentive pay systems;
- Teacher and principal evaluation;
- Teacher and principal supply and demand;
- Turning around chronically low-performing schools;
- Training around data driven decision-making;
- Traditional and alternative teacher preparation programs;
- STEM network innovations, reforms, and infrastructure; and
- Quality of statewide longitudinal data systems.

Specific studies will be defined over time and in collaboration with the Tennessee Department of Education, the Center for Business and Economic Research (CBER), the U. S. Department of Education, and other key partners.

Contract Term: The Contract term is August 1, 2010 through June 30, 2014.

Maximum Expenditure: Three million, one hundred seventy-nine thousand, nine hundred ninety-nine dollars and seventy-nine cents (\$3,179,999.79).

Anticipated expenditures:

Deliverable Description:	FY: 2011 08/01/2010 06/30/2011	FY: 2012 07/01/2011 06/30/2012	FY: 2013 07/01/2012 06/30/2013	FY: 2014 07/01/2013 06/30/2014	Total Contract
Educator Evaluation (field test and scale)	\$197,116.04	\$215,035.68	\$215,035.68	\$215,035.68	\$842,223.08
Achievement School District	\$131,491.36	\$143,445.12	\$143,445.12	\$143,445.12	\$561,826.72
Compensation Reform/ Innovation Fund	\$126,969.92	\$138,512.64	\$138,512.64	\$138,512.64	\$542,507.84

Educator Pathways and Distribution	\$67,987.70	\$74,168.40	\$74,168.40	\$74,168.40	\$290,492.90
Student Progression	\$44,413.49	\$48,451.08	\$48,451.08	\$48,451.08	\$189,766.73
STEM Network	\$28,281.66	\$30,852.72	\$30,852.72	\$30,852.72	\$120,839.82
Operational Expenditures	\$147,995.10	\$161,449.20	\$161,449.20	\$161,449.20	\$632,342.70
Total	\$744,255.27	\$811,914.84	\$811,914.84	\$811,914.84	\$3,179,999.79

Justification for Non-Competitive Contract:

NCPI is a nationally-recognized, multi-disciplinary team of experienced research and policy experts, including specialists in social and behavioral science, statistical analysis, economic theory, and policy analysis. NCPI's work includes a series of rigorous research initiatives, including randomized field trials and evaluations of existing programs. NCPI is uniquely qualified to evaluate and research many of the key components of the State's Race to the Top proposal.

NCPI was specifically referenced in the Race to the Top grant as the entity that will perform the services provided through the proposed contract.

Explanation provided if not submitted prior to sixty days of start date of Contract:

Under the terms of the grant, THEC is charged with implementing various provisions, including the provisions that will be implemented by the proposed contract. THEC was unable to move forward with the proposed contract until the U. S. Department of Education approved the budget, which occurred on July 27, 2010.



RICHARD G. RHODA
Executive Director


STATE OF TENNESSEE
HIGHER EDUCATION COMMISSION
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(615) 741-3605
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PHIL BREDESEN
Governor

MEMORANDUM

TO: Commissioner David Goetz
Department of Finance and Administration

ATTN: Robert Barlow, Director
Office of Contract Review

FROM: Richard G. Rhoda 
Executive Director

DATE: July 27, 2010

SUBJECT: Non-Competitive Contract Request – RFS # 33201-00211

Enclosed with this memorandum is a Non-Competitive Contract Request for a contract with the National Center on Performance Incentives at Vanderbilt University to implement certain aspects of the Race to the Top grant. Pursuant to question 5 of the document, I am providing an explanation as to why the request is being made less than sixty days from the beginning of the respective contracts.

Under the terms of the grant, the Commission is charged with implementing various provisions, including the provisions that will be covered by the above referenced contract. Due to budget revisions with the federal Department of Education approved today, we were able to move forward with this contract. I am therefore asking for approval of this request so that we can proceed as quickly as possible in implementing this grant.

Thank you for your consideration of this request. Please let me know if you have any questions or need additional information.

Enclosures

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contact Name:	Will Burns Associate Executive Director, Legal and Regulatory Affairs will.burns@tn.gov		*Contact Phone:	615.741.3605	
*Original Contract Number:	NA		*Original RFS Number:	NA	
Edison Contract Number: (if applicable)			Edison RFS Number: (if applicable)	33201-00211	
*Original Contract Begin Date:	NA		*Current End Date:	NA	
Current Request Amendment Number: (if applicable)			NA		
Proposed Amendment Effective Date: (if applicable)			NA		
*Department Submitting:			Higher Education		
*Division:			Tennessee Higher Education Commission (THEC)		
*Date Submitted:			September 2, 2010		
*Submitted Within Sixty (60) days:			No		
If not, explain:			Under the terms of the grant, THEC is charged with implementing various provisions, including the provisions that will be implemented by the proposed contract. THEC was unable to move forward with the proposed contract until the U. S. Department of Education approved the budget, which occurred on July 27, 2010.		
*Contract Vendor Name:			Vanderbilt University		
*Current Maximum Liability:			\$3,179,999.79		
*Current Contract Allocation by Fiscal Year: NA (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: NA (attach backup documentation from STARS or FDAS report)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract			NA		

**Supplemental Documentation Required for
Fiscal Review Committee**

Expenditures, please give the reasons and explain where surplus funds were spent:			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		NA	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		NA	
*Contract Funding Source/Amount:	State:		Federal:
Interdepartmental:	\$3,179,999.79	Other:	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
NA		NA	
Method of Original Award: <i>(if applicable)</i>		NA	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		NA	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 2011 08/01/2010 06/30/2011	FY: 2012 07/01/2011 06/30/2012	FY: 2013 07/01/2012 06/30/2013	FY: 2014 07/01/2013 06/30/2014	FY:
Educator Evaluation (field test and scale)	\$197,116.04	\$215,035.68	\$215,035.68	\$215,035.68	
Achievement School District	\$131,491.36	\$143,445.12	\$143,445.12	\$143,445.12	
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Operational Expenditures	\$147,995.10	\$161,449.20	\$161,449.20	\$161,449.20	
Total	\$744,255.27	\$811,914.84	\$811,914.84	\$811,914.84	

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other

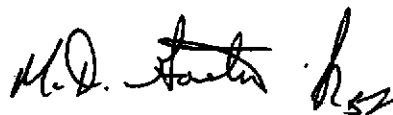
**Supplemental Documentation Required for
Fiscal Review Committee**

options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

NON-COMPETITIVE CONTRACT REQUEST

This request is NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant. **cy10-611**

APPROVED



COMMISSIONER OF FINANCE & ADMINISTRATION

AGENCY REQUEST TRACKING # 33201-00211

1	PROCURING AGENCY	Tennessee Higher Education Commission
2	SERVICE	To evaluate effectiveness of the state's First to the Top reforms pursuant to the provisions of the Race to the Top grant from the U. S. Department of Education.
3	APPROVAL CRITERIA (select one)	<input type="checkbox"/> non-competitive negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service
4	PROPOSED CONTRACTOR	National Center on Performance Incentives (NCPI) at Vanderbilt University
5	CONTRACT BEGIN DATE (attach explanation if < 60 days after F&A receipt)	August 1, 2010
6	CONTRACT END DATE (with ALL options to extend exercised)	June 30, 2014
7	MAXIMUM CONTRACT COST (with ALL options to extend exercised)	\$3,180,000.00
8	SERVICE DESCRIPTION The National Center on Performance Incentives (NCPI) at Vanderbilt University will lead a consortium of national and state measurement, research and evaluation experts to collect project specific data and conduct evaluations of select interventions within the state's First to the Top reform efforts. NCPI will direct the consortium in select research and evaluation activities associated with Tennessee's First to the Top reform efforts, including identifying key research questions and areas for research; conducting rigorous research efforts, both quantitative and qualitative in nature, around these questions; and disseminating findings.	
9	EXPLANATION OF NEED FOR OR REQUIREMENT PLACED ON THE STATE TO ACQUIRE THE SERVICE Service is required as a condition of the state's receipt of the Race to the Top Grant from the federal government.	
10	HAS THE PROCURING AGENCY EVER BOUGHT THE SERVICE BEFORE ? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO IF SO, WHAT PROCUREMENT METHOD WAS USED ? N/A	
11	NAME & ADDRESS OF THE CONTRACTOR'S PRINCIPAL OWNER(S) (NOT required for a TN state education institution) Dr. Matthew Springer Peabody College of Vanderbilt University PMB #43 230 Appleton Place Nashville, TN 37203-5721	

RECEIVED

By Terri Pognant at 7:03 am, Jan 21, 2011

AGENCY REQUEST TRACKING # 33201-00211

12 EVIDENCE OF THE CONTRACTOR'S EXPERIENCE & LENGTH OF EXPERIENCE PROVIDING THE SERVICE

NCPI is a nationally-recognized, multi-disciplinary team of experienced research and policy experts, including specialists in social and behavioral science, statistical analysis, economic theory, and policy analysis. NCPI's work includes a series of rigorous research initiatives, including randomized field trials and evaluations of existing programs. NCPI is uniquely qualified to evaluate and research many of the key components of the state's Race to the Top proposal.

13 OFFICE FOR INFORMATION RESOURCES SUPPORT (required for information technology service)

☐ ATTACHED or ☒ NOT APPLICABLE (N/A only to non-information technology service & THDA)

14 HEALTH INITIATIVE SUPPORT (required for health-related professional, pharmaceutical, laboratory, or imaging service)

☐ ATTACHED or ☒ NOT APPLICABLE

15 HUMAN RESOURCES SUPPORT (required for state employee training service)

☐ ATTACHED or ☒ NOT APPLICABLE

16 DESCRIPTION OF EFFORTS TO IDENTIFY REASONABLE, COMPETITIVE, PROCUREMENT ALTERNATIVES


The state committed and was approved under the Race to the Top grant to use the NCPI to evaluate the First to the Top reform efforts and provide research pertaining to the reforms implemented.

17 JUSTIFICATION FOR NON-COMPETITIVE NEGOTIATION RATHER THAN A COMPETITIVE PROCESS

NCPI was specifically referenced in the Race to the Top grant as the entity that will perform the services provided through this contract.

AGENCY HEAD SIGNATURE & DATE

(MUST be signed & dated by the ACTUAL procuring agency head as detailed on the current Signature Certification on file with OCR— signature by an authorized signatory is acceptable only in documented exigent circumstances)

 7.2.7.10



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF CONTRACTS REVIEW
NASHVILLE, TENNESSEE 37243

F&A EXECUTIVE DETERMINATION REQUEST

August 11, 2010

RFS# 33201-00211 (cy10-611)

An F&A executive-level review and approval determination appears warranted and is requested for the attached request. To effect approval, please print and sign the request as appropriate on behalf of the F&A Commissioner, and pass it to OCR so that administrative steps may be completed.

Review Notes:
It appears that the department should be able to devise and follow some competitive method to buy the subject service to ensure the best service at the best price.

Attachment

*Reviewed & Approved
mdb 8/13/10*

**CONTRACT**

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date August 1, 2010	End Date June 30, 2014	Agency Tracking # 33201-00211	Edison ID
Contractor Legal Entity Name Vanderbilt University			Registration ID
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA # 84.395A	FEIN or SSN 62-0476822

Service Caption (one line only)

Evaluate effectiveness of the State's first reforms pursuant to Race to the Top grant from U.S. Dept of Educ.

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			\$744,255.27		\$744,255.27
2012			\$811,914.84		\$811,914.84
2013			\$811,914.84		\$811,914.84
2014			\$811,914.84		\$811,914.84
TOTAL:			\$3,179,999.79		\$3,179,999.79

American Recovery and Reinvestment Act (ARRA) Funding: ☒ YES ☐ NO**Ownership/Control**

- ☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female
☐ Person w/Disability ☐ Small Business ☐ Government ☐ NOT Minority/Disadvantaged
☒ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

- ☐ RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
☐ Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
☒ Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
☐ Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

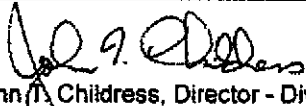
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

O. W. Higley, Assistant Executive Director of Fiscal Affairs
and Information Technology (615) 532-9846

OCR USE - FA

Speed Code
Department: 3320100522

Account Code

FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B	
Contract RFS #	33201-00211
Contractor:	Vanderbilt University
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY <i>(e.g., sole proprietorship, partnership, or corporation)</i>
Is or has the contractor been a state employee? <input type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input checked="" type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i>	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i>
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i>	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i>
CONTRACTOR SIGNATURE	
 John T. Childress, Director - Division of Sponsored Research	
CONTRACTOR	Vanderbilt University DATE 9.1.10

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HIGHER EDUCATION COMMISSION
AND
VANDERBILT UNIVERSITY**

This Contract, by and between the State of Tennessee, Tennessee Higher Education Commission, hereinafter referred to as the "State" and Vanderbilt University, hereinafter referred to as the "Contractor," is for the provision of services to evaluate effectiveness of the state's First to the Top reforms pursuant to the provisions of the Race to the Top grant from the U. S. Department of Education, as further defined in the "SCOPE OF SERVICES."

The Contractor is non-profit corporation.

Contractor Federal Employer Identification or Social Security Number: 62-0476822

Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor will assemble and lead a consortium of national and state measurement, research and evaluation experts (Consortium) that will collect project specific data and conduct evaluations of select interventions within the state's First to the Top reform efforts. This will include identifying key research questions and areas for research; conducting rigorous research efforts, both quantitative and qualitative in nature, around these questions; and disseminating findings.

The Consortium, under the direction of the Contractor shall create a detailed focused program of research in collaboration with various partners, obtain state administrative data on students, educators, and schools, and collect primary data to support evaluation of past and present policies and reforms in Tennessee, conduct scientifically rigorous and technically sound quantitative and qualitative analyses, prepare project reports, technical memorandums, working papers, and other deliverables, and communicate project-related information and results using a multi-pronged dissemination strategy. Activities include both summative and formative evaluation efforts as well as both quick-response studies and large scale, multi-year studies of First to the Top reforms.

A.3. The Consortium will conduct the following research studies:

a. First to the Top Initiatives

- (1) Study of teacher and principal attitudes and behaviors and organizational dynamics in relation to Tennessee's First to the Top initiatives - Develop, pilot, and administer a series of comprehensive surveys of educator attitudes toward, perceptions of, and responses to the First to the Top reform efforts.
- i. Develop and administer a comprehensive battery of data collection initiatives annually that not only assess but also inform the implementation and impact of various reform efforts in both the short- and long-term.

b. Teacher and Principal Evaluation

- (1) Study of past evaluation policy in Tennessee - Examine past practices / instrumentation, the strengths and weaknesses of past practice / instrumentation, and ways new educator evaluation system address these issues.

- (2) Evaluation of educator evaluation field test and scaling-up of educator evaluation policies - Examine the fidelity of implementation and effect of educator evaluation in Tennessee. Also conduct an empirical analysis using state administrative data on students, educators, and schools to study the technical properties of evaluation instruments and tools selected by the state and their association to a variety of student, educator, and school outcomes.
 - (3) Plan evaluation of educator evaluation program going to scale and pursue extramural funding in support of evaluation initiatives of field test and/or scaling-up program.
 - (4) Conduct needs assessment - Conduct needs assessment at school and district level to inform implementation experiences with educator evaluation pilot.
- c. Achievement School District (ASD)
 - (1) Study of identification strategy of failing schools - An empirical analysis using state administrative data on students, educators, and schools to examine the technical properties of failing school identification strategy and the validity and reliability of the measure. Explore feasibility of an identification strategy based on multiple measures and whether this may be more sound practice.
 - (2) Study of teacher and principal attitudes and behaviors and organizational dynamics in the ASD - Examine the impact of participation in the ASD on school personnel, including a quantitative analysis of teacher hiring practices contrasting districts and other providers.
- d. Compensation Reform/Innovation Fund
 - (1) Financial sustainability of educator compensation reform – Conduct an empirical analysis using state administrative data on students, educators, and schools to identify potential reform options to make a performance-based compensation system (PBCS) fiscally sustainable in Tennessee. More specifically, review the single salary schedule and its common critiques; outline at least two main types of reforms, including the redeployment of existing categorical program funds and the restructuring of incentives currently found in the single salary schedule; conduct a simulation case study to explore whether or not the proposed options offer a practical solution; summarize the principle assumptions underlying the proposed reform options and simulation case study; and suggest next steps in the formulation and analysis of potential reform strategies.
 - (2) Innovation Acceleration Fund - Design parameters for compensation reform funded by Innovation Fund and design and implement comprehensive evaluation of compensation reform initiatives.
- e. Educator Pathways and Distribution
 - (1) Pathways into Teaching – An empirical analysis using state administrative data on students, educators, and schools to examine traditional and non-traditional pathways into teaching, and to explore similarities and differences in quality and effectiveness and the distribution of teacher quality and effectiveness across schools.
 - (2) Pathways into Leadership – An empirical analysis using state administrative data on students, educators, and schools to traditional and non-traditional pathways into educational leadership, particularly the principalship, and to explore

similarities and differences in quality and effectiveness and the distribution of principal quality and effectiveness across schools.

- f. Student Progression
 - (1) Student Progression and Graduation - An empirical analysis using the P20 database that would explore the role of student, family, school, classroom and teacher characteristics on student progression and graduation. The study would inform policymakers and the public on indicators of student success and provide some insights on how specific interventions (like teacher initiatives that increase student value added) potentially affect progression and graduation.
- g. STEM Network
 - (1) Subcontract – Oversee the evaluation of the STEM initiative.
- h. Additional studies will be defined over time in collaboration with the Tennessee Department of Education, the Center for Business and Economic Research (CBER), the US Department of Education, and other key partners, and as funds are available.

A.4. The Consortium shall address following Management and Leadership functions:

- a. Provide a team of contracted staff and consultants to support and communicate with stakeholders such as SCORE, Educational Delivery Unity, legislators, the business community, practitioners, and others, both internal and external to the department about research related to the implementation of the First to the Top reforms.
- b. Provide documents and verbal guidance in the organizational structure and work of the Consortium, engage a small team of technical experts within and outside of Tennessee during the initial grant period, then begin to explore potential partnerships and capacity building efforts over time.
- c. Engage in meetings with senior leadership and other key stakeholders in Tennessee to support their efforts where appropriate and to stay fully informed of program implementation and design in an effort to maximize quality of research and evaluation activities.
- d. Build internal human and technological capacity to efficiently process, collect, and analyze data in an effort to provide sound, data-driven information to state and inform all evaluation activities.
- e. Hold regular conference calls with core research team members, monitor activities and progress of individual work strands, and attend to various management and leadership activities in support of Consortium activities.
- f. Engage various state and district leaders to inform them about the purpose of the Consortium, provide details about its focused program of research, and how these activities will help inform First to the Top reforms.
- g. Pursue extramural funding by preparing and submitting grant applications to local, state, and federal funding sources. Engage senior leadership in these efforts where appropriate.
- h. Regularly communicate with state leadership to provide strategic and technical insight on reform efforts such as scope of educator evaluation field test, instrumentation for observing educator practice, setting of performance standards, design of incentive pay systems, and schooling outcomes.

- i. Submit monthly progress report to project officer.
- j. Work with appropriate state data and research departments and divisions to gain access to administrative data on students, educators, schools, and systems. Ensure that for any confidential data, as defined by information in which sensitive information on the individual educator or student is identifiable, researchers will follow compliance procedures in accordance with the Privacy Act and procedures for ensuring confidentiality. Moreover, all work will be completed in compliance with Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the electronic and information technology and federal accessibility standard, if applicable.
- k. Ensure that all evaluation activities led by the Consortium will undergo formal Institutional Review Board (IRB) review, including justification for the evaluation design, data collection effort, and instruments that describe the procedures proposed to achieve the targeted response rate. IRB is a specially constituted review body established to protect the welfare of human subjects recruited to participate in biomedical or social/behavioral research.
- l. Conduct annual data audits to ensure compliance and communicate these findings to project officer. Audits will be conducted by the Principal Investigator, Matthew G. Springer, who will also request that other lead researchers identified as associated with the Consortium file similar reports with the project officer at the end of each project year.
- m. Create a web presence and central repository for Consortium-related documents and information. It is understood that the web content will not be hosted on State of Tennessee servers nor will it have any impact on the State of Tennessee network.
- n. Retain unrestricted ability to publish findings with the understanding that individual school, teacher, and student identities remain confidential per IRB policies, as discussed in subparagraph k. above.

A.5. The Contractor shall:

- a. Monitor Consortium-related activities adherence to applicable laws, rules, regulations, and standards governing human subjects research standards;
- b. Institute a formal review process to guarantee quality assurance and control of all Consortium-related activities and project deliverables;
- c. Monitor progress toward successfully meeting project goals and regularly report progress to the state;
- d. Devise a multi-pronged communications strategy for disseminating the Consortium's work; and
- e. Work with appropriate state data and research departments and divisions to gain access to administrative data on students, educators, schools, and systems.
- f. Submit a detailed work plan for year 1 of the contract period within 30 days after the contract is approved.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on August 1, 2010 and ending on June 30, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three million, one hundred seventy-nine thousand, and nine hundred ninety-nine dollars and seventy-nine cents (\$3,179,999.79). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Educator Evaluation (field test and scale)	\$17,919.64/month
Achievement School District	\$11,953.76/month
Compensation Reform/Innovation Fund	\$11,542.72/month
Educator Pathways and Distribution	\$6,180.70/month
Student Progression	\$4,037.59/month
STEM Network	\$2,571.06/month
Management and Leadership	\$13,454.10/month
Total Monthly	\$67,659.57/month

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

404 James Robertson Parkway, Parkway Towers, Suite 1900, Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee Higher Education Commission, Race to the Top;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall

neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are, shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission to seek redress.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to terminate the Contract and withhold payments in excess of fair compensation for completed services.
 - a. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

- b. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to

contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Katrina Miller, Director of Race to the Top
Tennessee Higher Education Commission
Parkway Towers – Suite 1900
Nashville, Tennessee 37243
Katrina.Miller@tn.gov
Telephone Number: 615.532.7977
Fax Number: 615.741.6230

The Contractor:

John T. Childress, Director
Division of Sponsored Research
PMB 407749, 2301 Vanderbilt Place
Nashville, TN 37235-7745
sponsored_research@vanderbilt.edu
Telephone: 615.322.3827

Dr. Matthew G. Springer
Peabody College of Vanderbilt University
PMB #43, 230 Appleton Place
Nashville, TN 37203-5721
matthew.g.springer@vanderbilt.edu
Telephone: 615.322.5538

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

- E.6. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.7. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including

any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the

funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.7., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF,

VANDERBILT UNIVERSITY:



JOHN T. CHILDRESS, DIRECTOR, DIVISION OF SPONSORED
RESEARCH

9.1.10

DATE

TENNESSEE HIGHER EDUCATION COMMISSION:



RICHARD G. RHODA, EXECUTIVE DIRECTOR

9-2-10

DATE

ATTACHMENT A

**ATTESTATION RE PERSONNEL USED IN CONTRACT
PERFORMANCE**

SUBJECT CONTRACT NUMBER:	33201-00211
CONTRACTOR LEGAL ENTITY NAME:	Vanderbilt University
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-0476822

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



JOHN T. CHILDRESS, DIRECTOR, DIVISION OF SPONSORED RESEARCH

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

9.1.10

DATE OF ATTESTATION